

# Court Resource Homes Subgrant Application

Title II Formula Grant  
South Dakota Department of Corrections  
**APPLICATION DUE: June 6, 2023**

Applicants with original signatures must be **submitted and received** by the Department of Corrections by the close of business on **June 6, 2023**. Faxed and emailed applications will not be accepted. Submit complete applications to:

*John Stewart*  
*Department of Corrections*  
*3200 East Highway 34*  
*Pierre, SD 57501-5070*

Funding under this application is non-competitive and not guaranteed to each applicant. The application narrative and budget must be approved by both the SD Department of Corrections and the Council of Juvenile Services. If approved, the application content will be presented to the Office of Juvenile Justice and Delinquency Prevention for their approval of any addition of program purpose areas that may be needed to support the approved plan.

## SECTION 1. APPLICANT INFORMATION

<b>Applicant: Brown County</b>		
Address: 25 Market Street		
City/State/Zip: Aberdeen, SD 57401	Phone: (605) 626-7110	Fax: (605) 626-4010
Email: Lynn.Heupel@browncounty.sd.gov	Federal Employer or Payee Identification Number (FEIN): 46-6000011	
<b>Project Director Name: Kelsi Vinger</b>		<b>Title: Diversion Coordinator</b>
Agency: Brown County State's Attorney Office	Address: 22 Court Street Suite 2	
City/State/Zip: Aberdeen, SD 57401	Phone: (605) 626-7130	Fax: (605) 626-7132
Email: Kelsi.Vinger@browncounty.sd.gov		
<b>Please indicate the name of the service(s) implemented:</b> Licensed Court Resource Home.		
<b>Project Title:</b>	Brown County Court Resource Home	
<b>Requested Project Period:</b>	July 1, 2023 – June 30, 2024	



## **SECTION 2. PROJECT BUDGET**

The Council of Juvenile Services will award or not award funding based the extent to which program design addresses a recognized need and whether the proposal is financially responsible and efficient. Funds will be paid through a reimbursement process for items specifically outlined and approved in the application.

**Applicants may apply for up to \$20,000.**

**Non-supplanting Requirements:** Funds or other resources of the applicant normally devoted to programs and activities designed to meet the needs of criminal justice will not be diminished in any way as a result of a grant award of federal funds. The project for which assistance is being requested will be in addition to, and not a substitute for, criminal justice services previously provided without federal assistance.

<b>A. Personnel</b>	<b>TOTAL</b>
Coordinator's Salary Stipend	\$7,000
<i>Employee Fringe Benefits</i>	
<b>TOTAL</b>	<b>\$7,000</b>
<b>B. Contracted Services</b>	<b>TOTAL</b>
Home Study	\$5,000
Monthly Monitoring Services to LSS	\$2,250
<b>TOTAL</b>	<b>\$7,250</b>
<b>C. Travel and Per Diem</b>	<b>TOTAL</b>
Travel for LSS to complete Home Study	\$1,110
Travel for Training and Professional Development	\$1,000
<b>TOTAL</b>	<b>\$2,100</b>
<b>D. Equipment</b>	<b>TOTAL</b>
<b>TOTAL</b>	<b>\$</b>
<b>E. Operating Expenses</b>	<b>TOTAL</b>
Recruitment Incentive	\$500
On Call Stipend (\$100/week *30 weeks)	\$3,000
Youth in placement with family (10*\$550)	\$5,500
<b>TOTAL</b>	<b>\$9,000</b>
<b>Total Project Budget -- Combined totals for all columns</b>	<b>\$25,350</b>



NOTE: If there is a change in the above budget, programs will need to request an amendment to their budget. All amendments must be requested in writing prior to the expenditure of funds.

### SECTION 3. BUDGET NARRATIVE

In the space provided, explain the relationship between budgeted items listed in Section 2 and project activities. Include information (data and criteria) as to how you arrived at budget estimates. Discuss all items by category and in full.		
<b>Personnel Narrative</b> - Explain how the compensation and expenses were calculated, duties of the position, and any other information about personnel of the project. If proposed funding covers more than one position, you must identify the duties and estimated percent of time for duties that directly relate to the successful implementation of the program(s).		
<b>Position #1:</b>	<b>JDAI/Diversion Coordinator</b>	
<b>Justification for the position :</b>		
If the position is <b>existing staff</b> , explain how duties associated with this award are <b>outside the current scope</b> of their position and provide a <b>plan</b> explaining how all duties associated with the position will continue to be provided and funded during this award:	The existing coordinator will work with the existing JDAI collaborative to recruit a family for the Court Resource Home (CRH). The coordinator will also act as a liaison between the family and LSS to ensure the home study and training is completed to obtain appropriate licensure. Once licensed, the coordinator will identify appropriate placements for the CRH and coordinate a seamless transition both into and out of the CRH.	
Personnel Responsibilities & Duties <i>(must directly relate to the implementation of the program)</i>		Estimated % Time
1. Recruit potential foster families and provide information to ensure they are an appropriate fit.		50
2. Coordinate between Lutheran Social Services and Brown County to help family attain appropriate licensure and training.		30
3. Refer appropriate youth to the foster family and coordinate services.		20
4.		
Wage/Salary:		
Benefits:	As Brown County is covering the additional portion of this salary, they will be covering the benefits that would be associated with this percentage of the salary.	
<b>Position #2:</b>		
<b>Justification for the position :</b>		
If the position is <b>existing staff</b> , explain how duties associated with this award are <b>outside the current scope</b> of their position and provide a <b>plan</b> explaining how all duties associated with the position will continue to be provided and funded during this award:		
Personnel Responsibilities & Duties <i>(must directly relate to the implementation of the program)</i>		Estimated % Time
1.		
2.		
3.		
4.		



Wage/Salary:	
Benefits:	

**Please attach additional sheets for more than 2 positions**  
**SECTION 3. BUDGET NARRATIVE CONTINUED**

<b>Contracted Services Narrative</b> - Explain the consultant fees, consultant expenses, contracted services, the cost per service/per youth being served, how the cost for services was calculated, and the process that would be or has been conducted to select the consultant. <u>Contracted services fees cannot exceed \$650 per day.</u>	
<b>Consultant #1:</b>	Lutheran Social Services
Consultant Fees:	Monthly Monitoring Fees were calculated at \$250/month x 9 months = \$2,250
Contracted Service:	Home Study to be completed by LSS = \$5,000
Selection Process:	
<b>Consultant #2:</b>	
Consultant Fees:	
Contracted Service:	
Selection Process:	
<b>Travel and Per Diem Narrative</b> – Explain the calculation of travel costs for travel <u>outside the home jurisdiction</u> , (travel must be calculated at current state rates (\$0.42 per mile and \$32 per diem)), how the expenses are directly related to the implementation of the project, and if out-of-state travel is anticipated, give particulars (i.e., location, state, dates, purpose, cost).	
<b>Purpose of Travel:</b>	For LSS to Complete Home Study
	<i>Mileage - <math>1624 \times \\$0.42 = \\$682.08</math></i> <i>Per Diem - <math>4 \times \\$32.00 = \\$128</math></i> <i>Lodging - \$300</i>
<b>Purpose of Travel:</b>	<b>Travel for Training and Professional Development – No specific trainings have been scheduled but we anticipate that trainings may be offered that would be beneficial for either the coordinator or the court resource home.</b>
	<i><math>1218 \times \\$0.42 = \\$511.56</math></i> <i><math>4 \times \\$32.00 = \\$128</math></i> <i>Lodging - \$300</i>
<b>Equipment and Operating Expenses Narrative</b> – Explain the supplies and equipment costs directly related to the implementation of the program or project. You must be specific regarding the items in which you intend to use federal funding. For example, a budget item of “office expenses” will not be accepted as these items must be detailed. You need to identify what you anticipate for office expenses and list each item and the estimated costs. Items not specifically outlined will not be eligible for reimbursement.	
<b>Equipment</b> – List nonexpendable items that are to be purchased and show how you calculated these costs. Nonexpendable equipment is tangible property having a useful life of more than 2 years.	



**Operating Expenses** – List items by type (office supplies, postage, training materials, copying paper, and expendable equipment) and show how you calculated these costs. Generally, supplies include any materials that are expendable or consumed during the course of the project.

#### **SECTION 4. APPLICATION NARRATIVE**

##### **A. PROJECT ABSTRACT AND DEMONSTRATION OF NEED**

Brown County is seeking the continuation of grant funding to expand on the existing continuum of alternatives to detention, by licensing a Court Resource Home (CRH). The Diversion Coordinator worked with Lutheran Social Services during the previous fiscal year to recruit a family that is interested in becoming a licensed foster home specifically for this project. Brown County had someone begin the licensure process, however they determined it was not an appropriate fit at this time. The coordinator has resumed recruitment efforts.

The Diversion Coordinator continues to work with community partners to build on existing services. However, there is not an existing resource in Brown County that can provide short-term, non-secure, residential care to youth that are unable to go home. Youth that are being referred to secure detention have a Risk Assessment Instrument (RAI) completed on them by the intake center. CRH will be utilized for individuals who do not require to be held in secure detention based on their behaviors and an indicated decision for an alternative placement on the Risk Assessment Instrument (RAI) score. Due to the lack in non-secure settings geographically located, the need for Court Resource Homes in Brown County still exists.

In 2022, Brown County had 33 RAI's that scored for alternative placement. Of those, 17 were released with conditions to follow and a court date to appear at. The other 16 youth were

unable to be conditionally released for a variety of reasons such as: there was a victim in the home, they failed a different alternative to detention, or a parent or guardian was unavailable for them to be released to. Though a CRH would not have worked for all 16 of those youth, it would have been considered in 10 of the scenarios.

Once a family is recruited, the coordinator will act as a liaison between the family and Lutheran Social Services to obtain appropriate licensure and develop a specific process for Brown County. Due to the added workload, it is appropriate for a salary stipend to be requested through the budget.

## **B. COMMUNITY READINESS**

The Brown County Juvenile Detention Alternative Initiative collaborative is aware that we no longer have a family working to obtain licensure. Because this is a priority for our systems stakeholders, they are sharing the need within their social and professional groups.

Though the school system would not directly benefit from this project, they are impacted by the increased detention population when youth are unnecessarily detained in secure detention. The Aberdeen School District employs one full time teacher at the Brown County Juvenile Detention Center. Due to the everchanging population of secure detention, it is impossible for this one teacher to accommodate each student's educational needs or class load. If Brown County had a non-secure setting, this would allow for the youth to continue attending at the school district they are enrolled in.

A few barriers to court resource homes have been identified. First there is a need for a family willing to obtain licensure and accept these youth into their home. This project has been ongoing for a year with no significant progress. Secondly, Brown County is undergoing a transition in judicial leadership. The Judge that presides over juvenile matters will be retiring at the end of 2023 with the replacement yet to be determined. As with any new member to the process, education and awareness



will be completed, however the prioritization of such education cannot be guaranteed. It is also worth noting that the Judge that currently presides over juvenile matters is very passionate about the idea of Court Resource Homes. Finally, as mentioned previously, Brown County is in desperate need of alternatives to detention. Due to the demand, there is a possibility of overutilization of the court resource home in efforts to keep children out of secure detention.

### **C. ALIGNMENT WITH SOUTH DAKOTA JDAI IMPLEMENTATION**

The Court Resource Home project aligns with the eight core strategies of Juvenile Detention Alternatives Initiative (JDAI). As evidenced through research, it is best practice to serve individuals in the least restrictive setting. Such research warns that if low risk youth are over supervised and placed in secure settings, with high-risk peers, they are learning worse behaviors and criminal thinking strategies. This in turn increases our recidivism rate, therefore decreasing our public safety. This project will also provide an opportunity to educate the community on the topic that locking children up in secure detention can not be the solution.

In 2022, the Brown County RAI override rate was 32.48%. Through education and policy change, this is a significant decrease from 2019, when comparatively the override percentage was 69%. There were 53 RAI's that were overrode up, 47% of those were youth of color (10 Hispanic, 12 Native American, and 3 African American). Of the 53 RAI's that were overrode up, 62% were male. The work to reduce racial, ethnic, and gender disparities continues, but having another alternative to detention would decrease the overrepresentation of these populations. This grant opportunity could reduce our override rate and decrease our overrepresentation of minority populations as well as males.

#### **D. STRATEGY FOR IMPLEMENTATION AND SUSTAINABILITY**

- I. By July 1, 2023, create a press release to be placed in Aberdeen Insider to educate the community about Court Resource Homes.
- II. By August 1, 2023, host informative meetings with five faith-based organizations.
- III. Work in conjunction with Lutheran Social Services to assist family in obtaining appropriate licensure for recruited family and provide relevant juvenile justice trainings on an ongoing basis after family is engaged.
- IV. Utilize Court Resource Homes as a detention alternative by June 2023.
- V. Diversion Coordinator will act as a liaison between the courts, family, and court resource home to ensure youth are successful and a seamless transition occurs upon departure of the court resource home.
- VI. Track data to ensure the program is efficient and effective.
- VII. Manage grant budget to ensure payments and reimbursements are done so in a timely manner.
- VIII. Identify gaps in services to address in upcoming project years.
- IX. Complete cost benefit analysis to pair with data tracking to ensure youth are successful and the project remains affordable for the county.

#### **E. PROJECT PERFORMANCE MEASURES AND EVALUATION**

Law enforcement officials will call the Brown County Intake center to complete a RAI for any youth that are potential candidates for court resource homes. All pertinent data will be entered into the Juvenile Risk Assessment Instrument database through the Unified Judicial System. This data can be extracted via PDF or Excel Spreadsheets to disaggregate and report accordingly.

After the youth enters the court resource home, the Diversion Coordinator will track data such as length of stay, type of completion, and where the youth was released to upon exiting the court resource home. Data from prior years tells us that Brown County would utilize this alternative approximately once a month. This would allow for availability to track individual cases upon completion.



## F. DESCRIPTION OF PROGRAM GEOGRAPHIC BOUNDARIES

The Court Resource Home project will serve youth and families in urban and rural Brown County. According to the 2020 census, the population of Brown County is 38,301. The Kids Count data center estimates that in 2021, there were approximately 4,205 youth ages 10-17 that reside in Brown County.

## G: TARGET POPULATION

Target Population Details (Place an "X" in the box to the <i>left</i> of all those that apply)					
Race(s):		Offender Type(s):		Geography:	
x	American Indian/Alaskan Native	x	At-Risk Population (no prior offense)	x	Rural
x	Asian	x	First Time Offenders	x	Suburban
x	Black/African American	x	Repeat Offenders	x	Tribal
x	Hispanic or Latino (of any race)		Sex Offenders	x	Urban
x	Other Race	x	Status Offenders	Age:	
x	White/Caucasian		Violent Offenders		
Sex:		Referral Source:		x	Under 11
x	Female		School	x	12-13
		x	Court System	x	14-15
x	Male	x	State's Attorney	x	16 -18
		x	Other JDAI Coordinator_____	x	

## SECTION 5: CONFLICTS OF INTEREST, SPECIAL CONDITIONS AND ASSURANCES

### Council of Juvenile Services Conflict of Interest Identification

Please identify which Council of Juvenile Services Members, if any, appear to have a conflict of interest with your application and provide a brief narrative explaining the potential conflict of interest.

A council member derives a direct benefit from the contract if one or more of the following is true of the member, the member's spouse, or a person with whom the member lives with and commingles assets:

- 1) Has a five percent ownership or other interest in an entity that is a party to the contract;
- 2) Derives income, compensation or commission directly from the contract or from the entity that is a party to the contract;
- 3) Acquires property under the contract; or
- 4) Serves on the board of directors of an entity (including a nonprofit) that derives income or commission directly from the contract or acquires property under the contract.

"Direct benefit" does not include gain from a contract based solely on the value of a council member's investment in an entity that is a party to the contract, if that investment represents less than a five percent ownership in the entity. It also does not apply to contracts or transactions where the council member only benefits from an act of the Council of Juvenile Services that has general application, such as a decision by the Council of Juvenile Services to increase or decrease a fee that many South Dakotans pay.

### List Current Members

Beth O'Toole, Chair and Professor at the University of Sioux Falls;



Sara McGregor-Okroi, Vice-Chair and Director of Aliive-Roberts County.  
Dadra Avery, School Counselor at Sturgis Brown High School;  
Pat Bad Hand, Rosebud Sioux Tribe Detention Center;  
Mason Best, Youth Member;  
Judge Tami Bern, First Judicial Circuit Judge;  
Keegan Binegar, Youth Member;  
Kristi Bunkers, Department of Corrections Director of Juvenile Services;  
Kim Cournoyer, Service Provider at Great Plains Psychological Associates;  
Charles Frieberg, Director of Trial Court Services;  
Tiffany Glaser, Department of Social Services JJRI Program Manager;  
Daniel Haggar, Minnehaha County States Attorney;  
Cindy Heiberger, Former Minnehaha County Commissioner;  
Doug Herrmann, Executive Director of The Club for Boys;  
Sheriff Brad Howell, Codington County Sheriff;  
Angela Lisburg, Avera Saint Mary's Hospital;  
Dave McNeil, Aberdeen Police Department Chief;  
Betty Oldenkamp, Chair and CEO of Lutheran Social Services;  
Tierney Scoblic, Youth Member; and  
Cassidy Wright, Youth Member.

### **Special Conditions and Assurances**

The following information contains the general conditions and assurances as necessary for recipients of funding awarded under this application. Please note that final assurances and conditions may be different than those stated below based on the composition of the individual program. Signatures under this section indicate that the applying agency understands that a successful subgrant award under this application you will be subject conditions and awards comparable to those as follows and that failure to adhere to outlined conditions and assurances may result in suspension or termination of the award.

#### **General Award Conditions:**

1. The Subgrantee agrees to comply with all Formula Grant program requirements.
2. The Subgrantee agrees to follow the JDAI model and strategies.
3. The Subgrantee agrees to obligate and expend the grant amount within the subgrant award period.
4. The Subgrantee agrees to provide all program reports that are requested by the SD Department of Corrections or the Office of Juvenile Justice and Delinquency Prevention by their due date as requested.
5. The Subgrantee agrees to provide all Performance Measure Data and Program Specific data to the SD Department of Corrections.
6. The Subgrantee agrees to request reimbursement on a monthly basis and for only those expenditures outlined in the application approved by the SD Department of Corrections. Claims sheet and all supporting documentation must be submitted within 30 days of the end of the month that the services were paid.

**Assurances:** The Subgrantee hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F. R. pts. 66 or 70



(administrative requirements for grants and cooperative agreements). The Subgrantee also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. The subrecipient's conflict of interest policy is to be provided to the SDDOC upon request for review.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all federal, state, and local laws, regulations, ordinances, guidelines, permits, and requirements applicable to providing services pursuant to this Agreement and will be solely responsible for obtaining current information on such requirements. It will comply with all lawful requirements imposed by the awarding agency, specifically including applicable regulations 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 46, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); The Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disability Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).

If a governmental entity -

- a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
  - b) it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.
7. It will provide language services for limited English proficiency (LEP) individuals as needed in order to provide services as covered under this award in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d.
  8. Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Acceptance of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying," 2 CFR Part 2867, "DOJ Implementation of OMB Guidance of Nonprocurement Debarment and Suspension," and 28 CFR Part 83, "Government-wide Debarment and Suspension," and Government-wide Requirements for Drug-Free Workplace (Grants)."
  9. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," subrecipients are encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.



10. Any website that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages, and on any pages from which the visitor may access or use a web-based services "This web site is funded through a grant from the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, the web site."

**Equal Employment Opportunity Plan (EEOP):** Pursuant to 28 C.F.R. §§ 42.301-.301, applicant must take one of the following actions: either submit an EEOP to the SDDOC for submission to the Office for Civil Rights (OCR) for review, maintain an EEOP on file, or submit an EEOP Certification form to the SDDOC for submission to the OCR in order to monitor the subrecipients compliance with the EEOP requirement.

**Non-supplanting Requirements:** Funds or other resources of the applicant normally devoted to programs and activities designed to meet the needs of criminal justice will not be diminished in any way as a result of a grant award of federal funds. The project for which assistance is being requested will be in addition to, and not a substitute for, criminal justice services previously provided without federal assistance.

**Audit Requirement:** Acceptance of this grant award requires the subgrantee organization or governmental entity to include this subgrant in the scope of their regularly scheduled annual or biennial audit. The audit must be conducted in accordance with the appropriate OMB Circular (A-128, A-133, A-102/Common Rule). If applicable, the subrecipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the subrecipient's website

**Termination Provision:** This Agreement may be terminated by the SDDOC hereto upon thirty-(30) days written notice. In the event the applicant/subgrantee breaches any of the terms or conditions hereof, the SDDOC may terminate this Agreement at any time with or without notice. If termination for such default impacts the SDDOC, any payments due to the applicant/subgrantee at the time of termination may be adjusted to cover any additional costs to the SDDOC because of the applicant/subgrantee's default. Upon termination, the SDDOC may assume the responsibility for the project or may award another party funds to complete the work under this Agreement. If after termination for default by the applicant/subgrantee it is determined that the applicant/subgrantee was not at fault, then the applicant/subgrantee shall be paid for eligible services rendered and expenses incurred up to the date of termination.

**Insurance Provision:** The Subgrantee, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

- o Commercial General Liability Insurance: The Subgrantee shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than **\$1 million** for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit.
- o Professional Liability Insurance or Miscellaneous Professional Liability Insurance: The Subgrantee agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than **\$1 million**.
- o Business Automobile Liability Insurance: The Subgrantee shall maintain business automobile liability insurance or equivalent form with a limit not less than **\$1 million** for each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles.
- o Worker's Compensation Insurance: The Subgrantee shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

Before beginning work under this Agreement, the Subgrantee shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on 30 days prior written notice to the State. The Subgrantee shall furnish copies of insurance policies if requested by the State. Such insurance shall contain no special limitations or exclusions as they may relate to this agreement.

**Default Provision:** This Agreement depends upon the continued availability of federal funds awarded to the SDDOC and appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable



by operation of law or federal funds rejections, this Agreement will be terminated by the State. Termination for any of these reasons is not default by the State nor does it give rise to a claim against the State. Failing to provide monthly reimbursement and quarterly progress reports may result in termination of the subgrant award.

**Amendment Provision:** This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof and be signed by an authorized representative of each of the parties hereto.

**Venue Clause:** This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

**Subcontractors Provision:** The Subgrantee may only use subcontractors to perform the services as outlined in their approved grant proposal. Any additional subcontracts or awards may only be granted with the express prior written consent of the State. The Subgrantee will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Subgrantee will cause its subcontractors, agents, and employees to comply, with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

**Subgrantee Agreement:** It is understood and agreed by the Subgrantee that any grant received as a result of this application shall be subject to the Special Assurances and Conditions and other policies, regulations, and rules issued by the Department of Justice for the administration of grant projects under (P.L. 100-690) including, but not limited to, the following:

1. Competitive bids must be obtained for all equipment, construction and contracted services applications, as required by applicable local, state, or federal law or regulations.
2. If any agency other than the applicant is to contribute supporting or local funds, the Applicant must document the contribution.
3. Any funds awarded under one subgrant cannot be used in another.
4. Expenses or expenditures for items not listed in the original budget will not be reimbursed. Variances from the approved budget will require a budget amendment approved in advance by SD Department of Corrections.
5. All applicants are subject to federal, state, and local laws and regulations.
6. The Subgrantee shall not obligate any funds until the SD Department of Corrections formally awards subgrant.
7. The Subgrantee agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
8. Reimbursement of expenses is contingent upon submission of monthly financial reports.
9. The Subgrantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of SD Department of Corrections and OJP.
10. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds shall clearly state: 1) the percentage of the total cost of the program or project which will be financed with federal money, and 2) the dollar amount of federal funds for the project or program.
11. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, disability, or age against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs and to the SD Department of Corrections.

12. The Subgrantee agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as a result of performing services hereunder. This section does not require the Subgrantee to be responsible for or defend against claims of damages arising solely from acts or omissions of the State, its officers or employees. Nothing in this Agreement shall be construed as a waiver of sovereign immunity or consent to jurisdiction in any court other than the courts of the Unified Judicial System of the State of South Dakota.

**State of South Dakota Grant Subrecipient Attestation:**

If awarded, the subgrantee will attest to meeting the following requirements per SDCL 1-56-10:

1. A conflict of interest policy is enforced within the subrecipient's organization;
2. The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on the subrecipient's website;
3. An effective internal control system is employed by the subrecipient's organization; and
4. If applicable, the subrecipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the subrecipient's website.

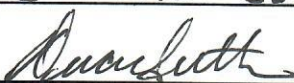


## SECTION 6. SIGNATURES

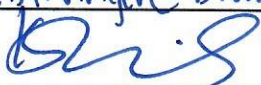
The officials who certify this document agree to adhere to all terms and conditions relating to this application. Duplication of responsibilities by one individual for any position listed below is NOT acceptable.

### Original Signatures are Required


#### County Commission Chair

Name	Duane Sutton	Title	Commission Chair
Address	25 MARKET ST	City/State/Zip	Aberdeen, SD 57401
E-mail	duane.sutton@browncounty.sd.gov	Phone	605-626-7110
		Fax	605-626-4010
Signature			
Date	5-30-23		


#### B. Project Director

Name	Kelli Vinger	Title	Diversion Coordinator
Address	22 Court Street Suite 2	City/State/Zip	Aberdeen, SD 57401
E-mail	Kelli.Vinger@browncounty.sd.gov	Phone	605 626-7130
		Fax	605 626-7132
Signature			
Date	5/24/2023		

#### C. Financial Officer

Name	Lynn Heupel	Title	County Auditor
Address	25 Market St., Ste. 1	City/State/Zip	Aberdeen, SD 57401
E-mail	Lynn.Heupel@browncounty.sd.gov	Phone	605-626-7110 x 100
		Fax	605-626-4010
Signature			
Date	5/24/2023		

#### D. Other Official

Name	Patty VanMeter	Title	Treasurer
Address	25 Market St Ste 2	City/State/Zip	Aberdeen SD 57401
E-mail	Patty.VanMeter@browncounty.sd.gov	Phone	605/626-7133
		Fax	605-626-4010
Signature			
Date	05/24/2023		

## **SECTION 7. ATTACHMENTS**

**Description of Attachments** – Identify and describe the significance of all additional materials you include as attachments. Please limit additional materials to items such as program effectiveness documentation; pertinent letters of support or commitment; research documentation; resource documentation; and any other materials. Attach all additional documents following this page.

<b>Attachment 1</b>
Letter of Support – Circuit Court Judge Tony Portra
<b>Attachment 2</b>
Letter of Support – Brown County Commission
<b>Attachment 3</b>
Letter of Support – Incoming Brown County States Attorney
<b>Attachment 4</b>
Indicated versus Actual Risk Assessment Instrument Decision Comparison
<b>Attachment 5</b>
<b>Attachment 6</b>

**ENCLOSE RELEVANT ATTACHMENTS AFTER THIS PAGE**





STATE OF SOUTH DAKOTA  
FIFTH JUDICIAL CIRCUIT



**PRESIDING JUDGE**

Gregg C. Magera

**CIRCUIT JUDGES**

Tony L. Portra

Richard A. Sommers

Marshall Lovrien

**MAGISTRATE JUDGE**

Cullen McNeece

**TONY L. PORTRA**

Circuit Court Judge

-----  
Taylor Bell  
Court Recorder

101 SE 1<sup>ST</sup> Ave Ste 300

P. O. Box 1087

Aberdeen, SD 57402-1087

Phone: 605-626-2450

Fax: 605-626-2491

Email: [5thcircuit@uj.s.state.sd.us](mailto:5thcircuit@uj.s.state.sd.us)

May 17, 2023

South Dakota Council for Juvenile Services  
3400 East Highway 34  
Pierre, SD 57501

Re: Court Resource Home grant application

Dear Council Members:

Please accept this letter regarding my continued support of the application submitted by Brown County to pilot the Court Resource Home project. It is my sincere hope and belief that this program could be a useful tool to try to prevent the unnecessary detention of kids while at the same time keeping the kids and the community safe.

In closing, please consider this worthy project.

Sincerely,

TONY L. PORTRA  
Circuit Judge



# Brown County Commission

## Brown County Courthouse

25 Market St, Suite 1

Aberdeen, SD 57401

Ph. 605-626-7110

May 30, 2023

South Dakota Council for Juvenile Services  
3400 East Highway 34  
Pierre, SD 57501

RE: Brown County Court Resource Home Pilot Sub-Grant Application

Dear Council Members,

This letter is intended to support the application submitted by Brown County to continue the Court Resource Home project.

We, the Board of Commissioners of Brown County, understand that policies and procedures have been implemented to decrease the number of youths being unnecessarily detained in our Juvenile Detention Center. However, we know that short-term, non-secure placement is a need in our communities.

We understand this will not be a solution to every scenario, but we believe that it will keep our low-risk kids in the community while keeping our community safe.

We appreciate continuation of this opportunity and are hopeful we will be able to utilize it in the near future.

Sincerely,

Duane Sutton

Chairman, Brown County Board of Commissioners



May 17, 2023

South Dakota Council for Juvenile Services  
3400 East Highway 34  
Pierre, SD 57501

RE: Brown County Court Resource Home Pilot Sub-Grant Application

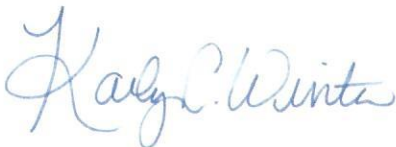
Dear Council Members,

As a former Deputy State's Attorney who handled juvenile matters in Brown County for several years, I am aware of the need for alternatives to secure detention. Aberdeen is distantly located geographically from brick-and-mortar shelter care facilities. Any hope for such a facility in Brown County is limited as the county would not be able to support such facility due to the limited need. However, that does not mean that Brown County youth should not be afforded the opportunity to be placed in the least restrictive alternative, an option that a resource home could provide. I believe that this is an affordable solution to keeping our community safe while keeping the child's best interest in mind and providing a less restrictive alternative to secure detention.

As the incoming Brown County State's Attorney (July 10, 2023), please accept this letter declaring my support of the Court Resource Home project in Brown County.

We appreciate your consideration for continued funding for this worthwhile project.

Sincerely,

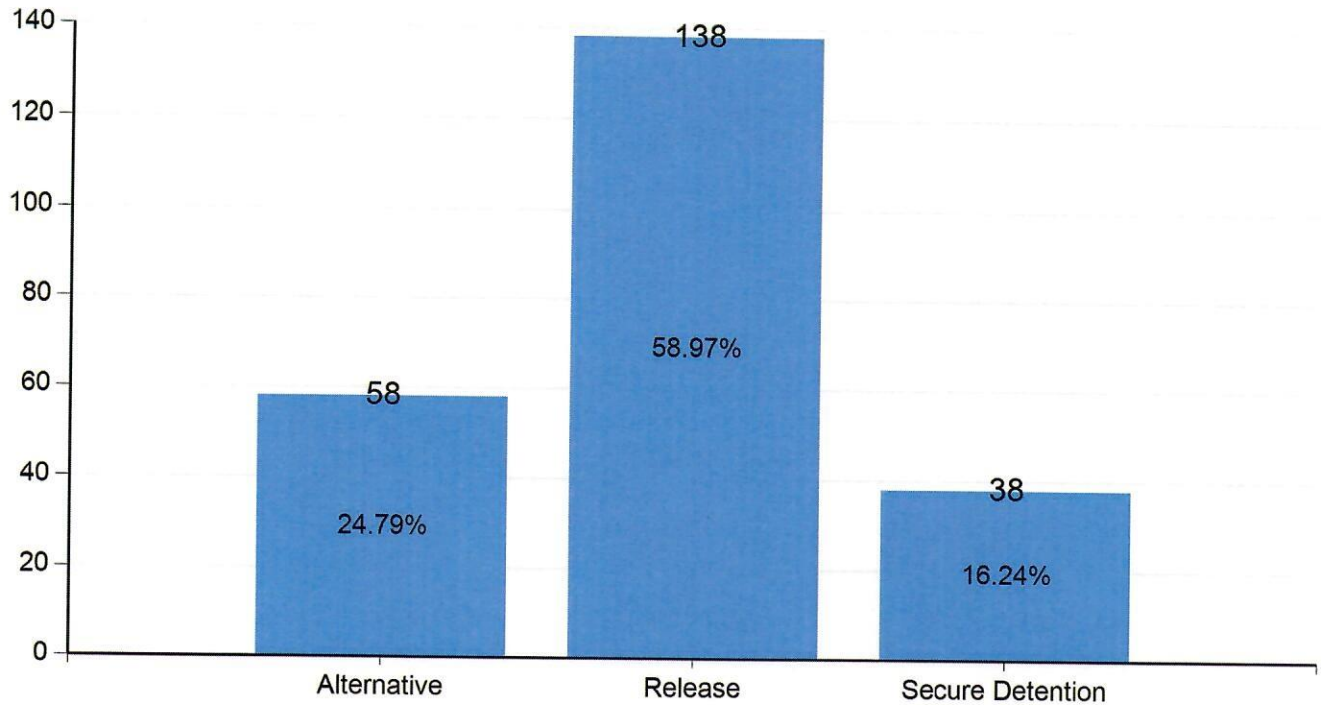


Karly Winter  
Former Deputy State's Attorney for Brown County, SD



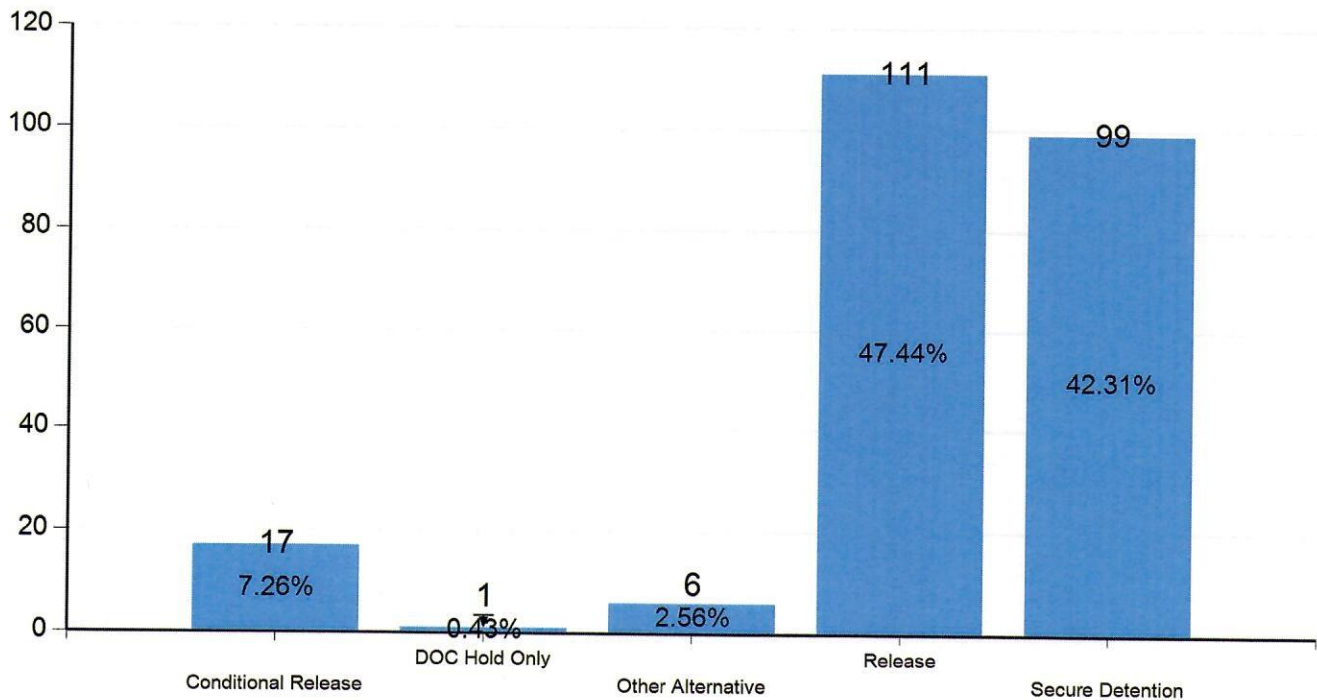
Grant Writer Comment - Please note that this data reflects that of the Brown County Intake Center, which includes several area counties. The numbers that are referenced in the grant application was disaggregated to show only Brown County youth.

INDICATED RAI DECISION



Brown County Intake Center data: 1/1/2022 to 12/31/2022 - 234 RAIs

ACTUAL RAI DECISION



Brown County Intake Center data: 1/1/2022 to 12/31/2022 - 234 RAIs